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Attorneys for Chapter 11 Debtors
and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
SAN FERNANDO VALLEY DIVISION**

In re:

IRONCLAD PERFORMANCE WEAR
CORPORATION, a California corporation,

Debtor and Debtor in Possession.

In re:

IRONCLAD PERFORMANCE WEAR
CORPORATION, a Nevada corporation,

Debtor and Debtor in Possession.

- ☒ Affects both Debtors
- ☐ Affects Ironclad Performance Wear
Corporation, a California corporation only
- ☐ Affects Ironclad Performance Wear
Corporation, a Nevada corporation only

Lead Case No.: 1:17-bk-12408-MB
Jointly administered with:
1:17-bk-12409-MB
Chapter 11 Cases

**SECOND SUPPLEMENT TO EMERGENCY
MOTION FOR AN ORDER AUTHORIZING
DEBTORS TO EFFECTUATE NAME
CHANGE, AND RELATED RELIEF**

DATE: November 17, 2017
TIME: 2:00 p.m.
PLACE: Courtroom "303"
21041 Burbank Blvd.
Woodland Hills, CA

1 The above-referenced debtors and debtors in possession (the “Debtors”) hereby file this
2 Second Supplement to the *Emergency Motion For An Order Authorizing Debtors To Effectuate*
3 *Name Change, And Related Relief* [Docket No. 206] (the “Motion”) in the above-referenced,
4 jointly-administered, Chapter 11 bankruptcy cases, in connection with the Court’s continued
5 hearing related solely to the appropriate form of caption to be used in these cases for all future
6 filings. All other relief requested in the Motion has been approved by the Court.

7 Attached hereto as Exhibit 1, is the Second Amendment To Asset Purchase Agreement
8 (the “Second Amendment”), which sets forth immaterial changes to the Asset Purchase
9 Agreement between the Debtors and Brighton-Best International, Inc. (“BBI”), in connection
10 with the Debtors’ usage of their name on pleadings and court filings. Specifically, Section 8.4 of
11 the Asset Purchase Agreement is amended, modified, and replaced, to provide as follows:

12
13 “8.4 Use of Name. Within two (2) days following the Closing, Sellers shall file
14 all documents that are necessary to amend Sellers’ name to not include “Ironclad”
15 or any derivative thereof or any other similar name, which documents shall be
16 executed by Sellers and in a form that Purchaser and/or Sellers, may file in the
17 States of California and Nevada, respectively, and in each other state in which
18 Sellers, or either of them, are/is qualified to transact business. From and after the
19 date that such documents are filed with the States of California and Nevada,
20 respectively as the case may be, Sellers may not, directly or indirectly, use the
21 name “Ironclad”, “Ironclad Performance Wear” or any derivative thereof or any
22 similar name, or trade name currently used to identify themselves, with the
23 exceptions that: (a) Seller Ironclad Performance Wear Corporation, a Nevada
24 corporation, shall have up to twenty (20) days from the Closing within which to
25 receive FINRA approval of the name change and (b) Sellers may identify
26 themselves using the words “formerly known as Ironclad Performance Wear
27 Corporation” or “FKA Ironclad Performance Wear Corporation” solely in the
28 body of court pleadings and in a footnote on the caption page of court pleadings.
Each of Sellers shall be responsible for all filing fees required to be paid in
connection with filing Sellers’ change of name amendments in the States of
Nevada and California, and in each other state in which it is qualified to transact
business. The covenant set forth in this Section 8.4 shall survive the Closing and
shall be enforceable by Purchaser for sixty (60) days thereafter.”

24 Pursuant to Paragraph 33 of the Court’s order approving the Debtors’ sale of assets to
25 BBI, the Debtors, BBI, the Official Committee of Unsecured Creditors, and the Official
26 Committee of Equity Holders have all approved, or will approve, in writing, the Second
27 Amendment.

1 Attached hereto as Exhibit 2, is the form of caption and pleading format that the Debtors
2 request the Court to approve. The form is comprised of two pages. The first page of the form
3 sets forth the Debtors' proposed pleading caption in these cases, and the second page provides an
4 example of the Debtors' ability to use their former name in future pleadings filed with the Court.

5 Attached hereto as Exhibit 3 is the Debtors' proposed form of order in connection with
6 the portion of the Motion to be heard on November 17, 2017.

7
8 Dated: November 16, 2017

IRONCLAD PERFORMANCE WEAR
CORPORATION, *et al.*

9 By: /s/ Krikor J. Meshefejian

10 RON BENDER

11 MONICA Y. KIM

12 KRIKOR J. MESHEFEJIAN

13 LEVENE, NEALE, BENDER,

14 YOO & BRILL L.L.P.

15 Attorneys for Debtors and

16 Debtors in Possession
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EXHIBIT “1”

SECOND AMENDMENT TO ASSET PURCHASE AGREEMENT

This Second Amendment to Asset Purchase Agreement (this “**Amendment**”), effective as of November [], 2017, is entered into by and between Brighton Best International, Inc., a California corporation (“**Purchaser**”), and Ironclad Performance Wear Corporation, a California corporation and Ironclad Performance Wear Corporation, a Nevada corporation (collectively, “**Sellers**”), and amends that certain Asset Purchase Agreement, dated November 3, 2017, as amended by that certain First Amendment to Asset Purchase Agreement, dated November 14, 2017, by and among Buyer and Sellers (the “**Agreement**”). Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Agreement.

RECITALS

WHEREAS, the parties hereto desire to amend the Agreement in certain non-material respects as set forth herein; and

WHEREAS, pursuant to that certain Order: (1) Approving Sale of Substantially All of the Debtors’ Assets Free and Clear of All Encumbrances; (2) Approving the Debtors’ Assumption and Assignment of Certain Unexpired Leases and Executory Contracts and Determining Cure Amounts and Approving the Debtors’ Rejection of Unexpired Leases and Executory Contracts Which Are Not Assumed; (3) Waiving the 14-Day Stay Periods Set Forth in Bankruptcy Rules 6004(h) and 6006(d); and (4) Granting Related Relief, entered by the United States Bankruptcy Court Central District of California San Fernando Valley Division (the “Court”) on November 3, 2017, Purchaser and the Sellers have the right to make any mutually agreeable, non-material changes to the Agreement which shall be in writing signed by both parties without further order of the Court and provided that the Official Committee of Equity Holders and the Official Committee of Unsecured Creditors shall have approved the Amendment pursuant to the provisions set forth in Section 33 of the Order.

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AMENDMENT

1. Section 8.4 of the Agreement is hereby deleted in its entirety and replaced with the following:

“8.4 Use of Name. Within two (2) days following the Closing, Sellers shall file all documents that are necessary to amend Sellers’ name to not include “Ironclad” or any derivative thereof or any other similar name, which documents shall be executed by Sellers and in a form that Purchaser and/or Sellers, may file in the States of California and Nevada, respectively, and in each other state in which Sellers, or either of them, are/is qualified to transact business. From and after the date that such documents are filed with the States of California and Nevada, respectively as the case may be, Sellers may not, directly or indirectly, use the name “Ironclad”, “Ironclad Performance Wear” or any derivative thereof or any similar name, or trade name currently used to identify themselves, with the exceptions that: (a) Seller Ironclad Performance Wear Corporation, a Nevada

corporation, shall have up to twenty (20) days from the Closing within which to receive FINRA approval of the name change and (b) Sellers may identify themselves using the words “formerly known as Ironclad Performance Wear Corporation” or “FKA Ironclad Performance Wear Corporation” solely in the body of court pleadings and in a footnote on the caption page of court pleadings. Each of Sellers shall be responsible for all filing fees required to be paid in connection with filing Sellers’ change of name amendments in the States of Nevada and California, and in each other state in which it is qualified to transact business. The covenant set forth in this Section 8.4 shall survive the Closing and shall be enforceable by Purchaser for sixty (60) days thereafter.”

2. Except as expressly modified herein, all terms and conditions of the Agreement are hereby ratified, confirmed and approved and shall remain in full force and effect. In the event of any conflict or inconsistency between this Amendment and the Agreement, this Amendment shall govern.

3. This Amendment and the rights of the parties hereto shall be governed by and interpreted in accordance with the governing law set forth in the Agreement.

4. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date specified above intending to be bound thereby.

PURCHASER:

BRIGHTON-BEST INTERNATIONAL, INC.

By: _____
Jun Xu, President

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date specified above intending to be bound thereby.

SELLERS:

IRONCLAD PERFORMANCE WEAR CORPORATION,
a California corporation

By: _____
L. Geoffrey Greulich, Chief Executive Officer

IRONCLAD PERFORMANCE WEAR CORPORATION,
a Nevada corporation

By: _____
L. Geoffrey Greulich, Chief Executive Officer

EXHIBIT “2”

RON BENDER (SBN 143364)
MONICA Y. KIM (SBN 180139)
KRIKOR J. MESHEFEJIAN (SBN 255030)
LEVENE, NEALE, BENDER, YOO & BRILL L.L.P.
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Attorneys for Chapter 11 Debtors
and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
SAN FERNANDO VALLEY DIVISION**

In re:

ICPW Liquidation Corporation, a California
corporation¹,

Debtor and Debtor in Possession.

In re:

ICPW Liquidation Corporation, a Nevada
corporation²,

Debtor and Debtor in Possession.

☒ Affects both Debtors

☐ Affects ICPW Liquidation Corporation, a
California corporation only

☐ Affects ICPW Liquidation Corporation, a
Nevada corporation only

Lead Case No.: 1:17-bk-12408-MB
Jointly administered with:
1:17-bk-12409-MB
Chapter 11 Cases

¹ Formerly known as Ironclad Performance Wear Corporation, a California corporation.

² Formerly known as Ironclad Performance Wear Corporation, a Nevada corporation.

1 ICPW Liquidation Corporation, a California corporation, formerly known as Ironclad
2 Performance Wear Corporation, a California corporation (“ICPW California”), and ICPW
3 Liquidation Corporation, a Nevada corporation, formerly known as Ironclad Performance Wear
4 Corporation, a Nevada corporation (“ICPW Nevada” and collectively with ICPW California, the
5 “Debtors”)...

EXHIBIT “3”

RON BENDER (SBN 143364)
MONICA Y. KIM (SBN 180139)
KRIKOR J. MESHEFEJIAN (SBN 255030)
LEVENE, NEALE, BENDER, YOO & BRILL L.L.P.
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Email: rb@lnbyb.com; myk@lnbyb.com; kjm@lnbyb.com

Attorneys for Chapter 11 Debtors
and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
SAN FERNANDO VALLEY DIVISION**

In re:

IRONCLAD PERFORMANCE WEAR
CORPORATION, a California corporation,

Debtor and Debtor in Possession.

In re:

IRONCLAD PERFORMANCE WEAR
CORPORATION, a Nevada corporation,

Debtor and Debtor in Possession.

☒ Affects both Debtors

☐ Affects Ironclad Performance Wear
Corporation, a California corporation only

☐ Affects Ironclad Performance Wear
Corporation, a Nevada corporation only

Lead Case No.: 1:17-bk-12408-MB
Jointly administered with:
1:17-bk-12409-MB
Chapter 11 Cases

**ORDER APPROVING FORM OF
CAPTION TO BE USED IN DEBTORS'
BANKRUPTCY CASES, AND
GRANTING RELATED RELIEF**

DATE: November 15, 2017
TIME: 10:00 a.m.
PLACE: Courtroom "303"
21041 Burbank Blvd.
Woodland Hills, CA

1 On November 17, 2017, commencing at 2:00 P.m., at the above-referenced Courtroom,
2 the Court held a continued hearing to consider the form of caption to be used in these cases on all
3 future filings, pursuant to that certain *Notice Of Emergency Motion And Emergency Motion For*
4 *An Order Authorizing Debtors To Effectuate Name Change, And Related Relief* (the “Motion”),
5 filed as Docket Number 206, by the debtors and debtors in possession (“Debtors”), in the above-
6 referenced, jointly-administered, Chapter 11 bankruptcy cases. Appearances were as noted on
7 the Court’s record.

8 The Court, having read and considered the *Second Supplement To Emergency Motion*
9 *For An Order Authorizing Debtors To Effectuate Name Change, And Related Relief* (the “Second
10 Supplement”, filed as Docket Number ___, by the Debtors, with good cause appearing, orders as
11 follows:

12 1. The form of caption and pleading attached as Exhibit 2 to the Second Supplement
13 is approved. The Debtors may identify themselves using the words “formerly known as Ironclad
14 Performance Wear Corporation” solely in the body of court pleadings and in a footnote on the
15 caption page of court pleadings.

16 2. The Court’s *Order Authorizing Debtors To Effectuate Name Change, And*
17 *Granting Related Relief*, entered at Docket Number 2018, remains in full force and effect.

18 **IT IS SO ORDERED.**

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PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: 10250 Constellation Boulevard, Suite 1700, Los Angeles, CA 90067

A true and correct copy of the foregoing document entitled **SECOND SUPPLEMENT TO EMERGENCY MOTION FOR AN ORDER AUTHORIZING DEBTORS TO EFFECTUATE NAME CHANGE, AND RELATED RELIEF** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On **November 16, 2017**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- Shiva D Beck sbeck@gardere.com, jcharrison@gardere.com
- Ron Bender rb@lnbyb.com
- Cathrine M Castaldi ccastaldi@brownrudnick.com
- Russell Clementson russell.clementson@usdoj.gov
- Aaron S Craig acraig@kslaw.com, lperry@kslaw.com
- Matthew A Gold courts@argopartners.net
- Monica Y Kim myk@lnbrb.com, myk@ecf.inforruptcy.com
- Jeffrey A Krieger jkrieger@ggfirm.com, kwoodson@greenbergglusker.com; calendar@greenbergglusker.com; jking@greenbergglusker.com
- Samuel R Maizel samuel.maizel@dentons.com, alicia.aguilar@dentons.com; docket.general.lit.LOS@dentons.com; tania.moyron@dentons.com; kathryn.howard@dentons.com
- Krikor J Meshefejian kjm@lnbrb.com
- Tania M Moyron tania.moyron@dentons.com, chris.omeara@dentons.com
- S Margaux Ross margaux.ross@usdoj.gov
- United States Trustee (SV) ustpreion16.wh.ecf@usdoj.gov
- Sharon Z. Weiss sharon.weiss@bryancave.com, raul.morales@bryancave.com

2. SERVED BY UNITED STATES MAIL: On **November 16, 2017**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **November 16, 2017**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

1 **Served via Attorney Service**

Hon. Martin R. Barash
2 United States Bankruptcy Court
21041 Burbank Boulevard, Suite 342
3 Woodland Hills, CA 91367

4 I declare under penalty of perjury under the laws of the United States of America that the foregoing is
true and correct.

5 November 16, 2017	Stephanie Reichert	/s/ Stephanie Reichert
6 <i>Date</i>	<i>Type Name</i>	<i>Signature</i>